

AG Contract No.: KR99-1979TRN
ADOT ECS File No. JPA 99-132
Project: RAM 600-1-559
TRACS: H 5203 01 C
Section: SR 101L, Pima Freeway
Shea -SRPMIC-Boundary

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE
#1999-116-COS**

THIS AGREEMENT is entered into 22 December, 1999 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Scottsdale, acting by and through its Mayor and City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR-101L at the following location.

From SR 101L centerline roadway station 2314+70 at Shea Blvd. south to centerline roadway station 2375+00 at The Salt River Pima-Maricopa Indian Community Boundary., a total net distance of approximately 1.142 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23757
Filed with the Secretary of State
Date Filed: 12/22/99

Betsy Bayless
Secretary of State

By Vicky V. Darnewood

II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation project and submit them to the City for concurrence.
2. After City concurrence of the plans, the project will be constructed by the State.
3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City shall pay all water development fees and water resources development fees associated with this landscaping and irrigation project.
4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.
5. After construction the State will maintain the landscaping and irrigation system, generally within the control of access.
6. After construction, the City shall maintain the irrigation system generally outside the control of access, as designated on the Maintenance Exhibit A, attached hereto and made a part hereof, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.
7. The City hereby agrees to maintain the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Scottsdale
City Manager
3939 Civic Center Blvd.
Scottsdale, AZ. 85251

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA
Department of Transportation


CATHERINE J. HEGEL
Acting Contract Administrator

12-14-95
DATE

CITY OF SCOTTSDALE

By: 
SAM KATHRYN CAMPANA
Mayor

11-15-99
DATE

ATTEST

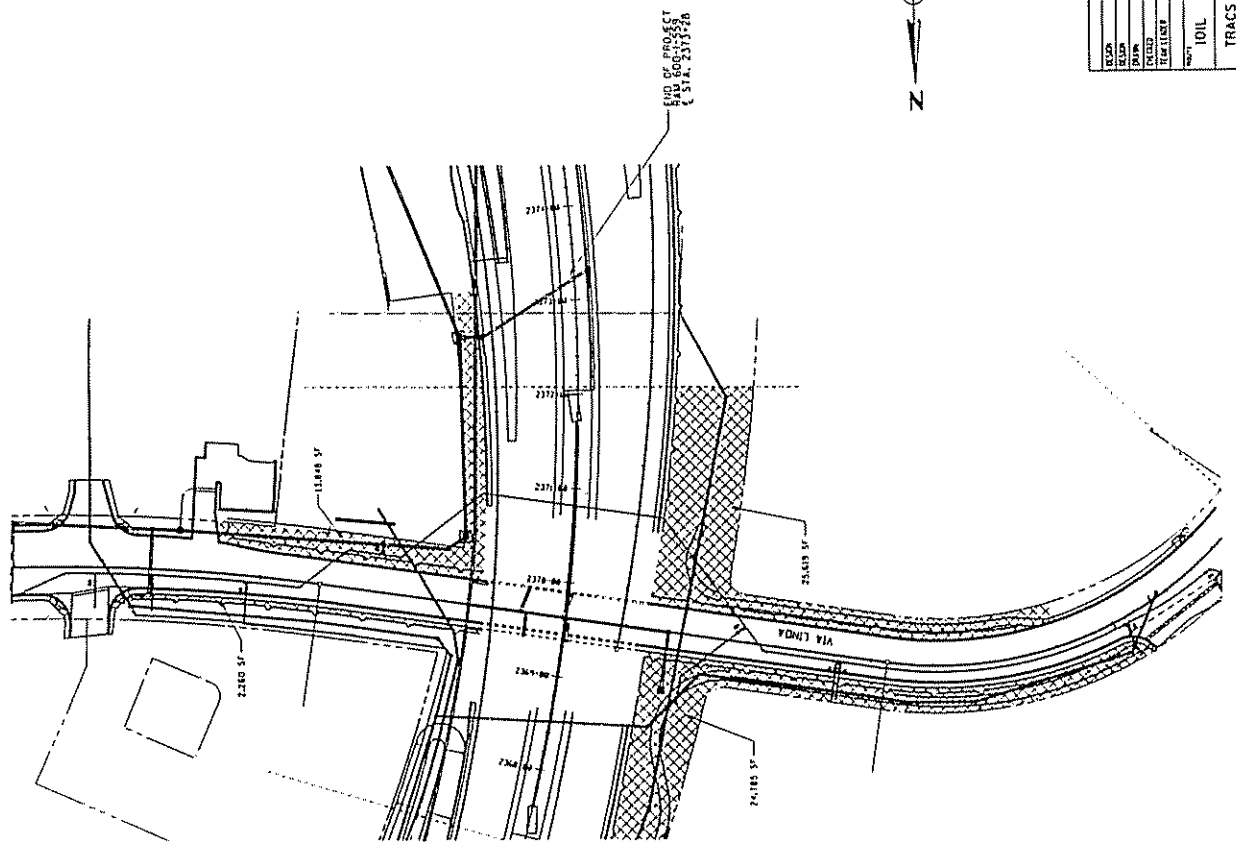
By: 
SONIA ROBERTSON
City Clerk

11-15-99
DATE

By: 
CITY ATTORNEY

11-15-99
DATE

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	RAM600-1-559	42	42	
101LMA41				



ARIZONA DEPARTMENT OF TRANSPORTATION		DATE	3/1/83
ROADSIDE DEVELOPMENT SECTION		BY	
MAINTENANCE EXHIBIT		CHECKED	
SHEET 1 OF 1		DATE	
SHEA BLVD. TO SRP-MIC BOUNDARY		PROJECT NO.	RAM600-1-559
TRACS NO. H5203 OIC		OF	

AREA TO BE
MAINTAINED BY
THE CITY OF SCOTTSDALE

RESOLUTION NO. 5409

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA TO SET OUT AGREEMENTS REGARDING LANDSCAPING OF THE PIMA FREEWAY BETWEEN McDONALD DRIVE AND SHEA BOULEVARD.

WHEREAS, the Arizona Revised Statutes 11-951, et seq., provide that public agencies may enter into intergovernmental agreements for joint operation and cooperative action; and

WHEREAS, Section 3-1 of article I of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the Arizona Revised Statutes 28-401 authorizes the State of Arizona to enter into intergovernmental agreements for joint operation and cooperative action; and

WHEREAS, the City of Scottsdale and the State of Arizona wish to enter into an intergovernmental agreement to provide for the installation and maintenance of landscaping along the Pima Freeway, SR 101L,

NOW, THEREFORE, BE IT RESOLVED by Council of the City of Scottsdale, Arizona:

Section 1. The Mayor is hereby authorized, on behalf of the City of Scottsdale, to execute Intergovernmental Agreement No. 1999-116-COS, attached as Exhibit "A", and any other documents necessary to complete this transaction.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 15th day of November, 1999.

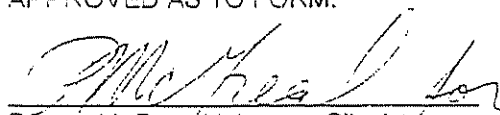
CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:


Sonia Robertson, City Clerk


Sam Kathryn Campana, Mayor

APPROVED AS TO FORM:


Donna M. Bronski, Interim City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-1979TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 15, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/602270

Enc.